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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OF YOUR DRIVER'S LICENSE NUMBER.

FILED
TARRANT COUNTY TEXAS

AMENDMENT OF OIL GAS AND MINERAL LEASE

STATE OF TEXAS

§

COUNTY OF TARRANT

§

KNOW ALL MEN BY THESE PRESENTS

§

Chesapeake Exploration, L.L.C., whose mailing address is P.O. Box 18496, Oklahoma City, OK 73154-0496 (referred to herein as "Lessee"), is the present owner of that Oil and Gas Lease dated 21st day of July, 2006, from 1-20, a Joint Venture, acting by and through Ruby Lyle and Billie Farrar, it's managing partners, ("Lessor"), whose address is 600 West Park Row Drive, Arlington Texas, 76010, recorded in Volume 4825, Page 598, records of Tarrant County, Texas, (hereinafter the "Lease").

WHEREAS, Lessor and Lessee now desire to amend the Lease to include additional language to Paragraph 1 of the Lease.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend Paragraph 1 to read as follows:

1. **Grant.** In consideration of Ten Dollars and other consideration in hand paid, Lessor grants and leases exclusively unto Lessee the following described land (the Land) in **Tarrant County, Texas**, for the sole purpose of exploring, drilling, and producing oil and gas, laying pipelines and building roads and tanks thereon to produce, save, treat, process, store, and transport oil and gas and other products manufactured from oil and gas produced from the Land more particularly described as follows:

See Exhibit "A"

In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises.

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 21st day of July, 2006, regardless of the actual date of execution and acknowledgement by any or all of the parties constituting the Lessor herein.

Please return to:

Courtney Childress
Chesapeake Energy Corporation
6100 N. Western Avenue
Oklahoma City, OK 73116

57 PL

LESSOR:
1-20, Joint Venture

By: Ruby Lyle
Ruby Lyle, Managing Partner

By: Billie Farrar
Billie Farrar, Managing Partner

LESSEE:
Chesapeake Exploration, L.L.C.,
an Oklahoma limited liability company

By: Henry J. Hood
Henry J. Hood, Senior Vice President-
Land and Legal & General Counsel *HPN*
QCB

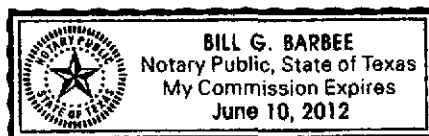
ACKNOWLEDGEMENTS

STATE OF TEXAS)
COUNTY OF TARRANT) §

This instrument was acknowledged before me on this 8th day of December, 2008, by Ruby Lyle, a Managing Partner of I-20 Joint Venture on behalf of said Joint Venture.

Bill G. Barbée
Notary Public

My Commission Expires: 6-10-2012
Commission Number: _____

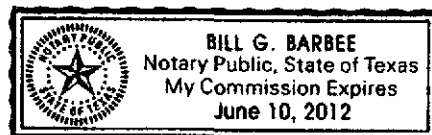


STATE OF TEXAS)
COUNTY OF TARRANT) §

This instrument was acknowledged before me on this 8th day of December, 2008, by Billie Farrar, a Managing Partner of I-20 Joint Venture on behalf of said Joint Venture.

Bill G. Barbée
Notary Public

My Commission Expires: 6-10-2012
Commission Number: _____



STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) §

This instrument was acknowledged before me on this 10th day of December, 2008, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma Limited Liability Company, on behalf of said limited liability company.



Courtney Childress
Notary Public

My Commission Expires: _____
Commission Number: _____

EXHIBIT A

101.697 acres of land, more or less, lying in the J. O'Daniel Survey, Abstract No. 1186, Tarrant County, Texas being more particularly described as two (2) separate tracts, by metes and bounds as follows:

TRACT 1:

Being a tract or parcel of land lying in the J. O'Daniel survey, Abstract No. 1186, Tarrant County, Texas, and being the same land as conveyed to William H. Craig by Odess J. Bray, Trustee, by deed recorded in Volume 4825, Page 598, Deed Records, Tarrant County, Texas, said tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the South R.O.W. line of Pleasant Ridge Road (New Interstate Highway No.20), said Beginning Point being 2681.17 feet West and 25.0 feet South of the N.E. Corner of said J. O'Daniel Survey, and said Beginning Point being the N.E. Corner of the said William H. Craig tract and the N.W. corner of the Paul E. Yarbrough, Jr., tract;

THENCE S 00° 03' W, along the East line of said Craig tract and along the west line of said Yarbrough tract, a distance of 4,208.0 feet, to point for corner;

THENCE S89° 56' W, a distance of 557.32 feet to point for corner;

THENCE N 00° 01' B, a distance of 4,215.0 feet to the South R.O.W, line of said Pleasant Ridge Road, being point for corner;

THENCE 5 890 21' B, along the South R.O.W. line of Pleasant Ridge Road, a distance of 559.81 feet to PLACE OF BEGINNING and containing 54.0017 acres of land, more or less.

TRACT 2:

Being a tract or parcel of land lying in the J. O'Daniel survey, Abstract No. 1186, Tarrant County, Texas, and being the same land as conveyed to Robert W. baker, Trustee, by two deeds describing a 23.5 acre tract in Volume 4761, Page 150, Deed Records, Tarrant County, Texas, and a 25 acre tract in Volume 4761, Page 140, Deed records, Tarrant County, Texas; said tracts or parcels of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the New South R.O.W. line of Interstate Highway No. 20, and in the most Westerly East line of said Robert W. baker tract and also being in the West line of the Richard A. Swaim tract; said Beginning point being 1,738.30 feet West and 178.09 feet South of the N.E. corner of said J. O'Daniel Survey;

THENCE S 00°22' W, along the West line of the said Richard a. Swaim tract, a distance of 664.32 feet to the S.W. Corner of said Swaim tract, being point for corner;

THENCE S 89°55' B, along the South line of said Swaim tract a distance of 156.0 feet to the S.E. corner of said Swaim tract, being point for corner;

THENCE S 00° 18' W, a distance of 3,380.0 feet to point for corner;

THENCE S 89°56'40" W., a distance of 529.644 feet to point for corner, being the S.E. corner of the Paul E. Yarbrough Jr., tract;

THENCE N 00°06' E., along the East line of said Yarbrough Tract,, a distance of 4,147.64 feet to the New South R.O.W. line of Interstate Highway No. 20, being point for corner;

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THENCE Southeasterly along the new South R.O.W. line of Interstate Highway No. 20, as follows:

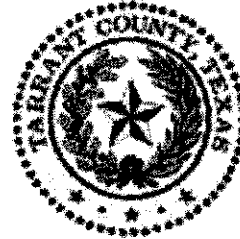
S 77°04' B, a distance of 149.35 feet;

S 74°32' B, a distance of 103.70 feet;

S 72°57' E, a distance of 52.40 feet;

S 72°26'E, a distance of 86.80 feet to the Place of beginning and containing 47.6953 acres of land, more or less.

69 RL



CHESAPEAKE ENERGY CORP
6100 N WESTERN AVE

OKLAHOMA CITY OK 73118

Submitter: BILL G BARBEE

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 12/19/2008 11:31 AM
Instrument #: D208461611
LSE 5 PGS \$28.00

By: _____



D208461611

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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